UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

VRITA MARINE CO LTD.

Plaintiff.

-against-

SEAGULF TRADING LLC, AL AQILI GROUP, AL AQILI TRADING, AL AQILI DISTRIBUTION, GULF CENTRE FOR SOAP AND CHEMICAL INDUSTRIES LLC, KOOHLI GROUP, GULF HORIZON INTERNATIONAL TRADING LLC, AL AQILI FURNISHINGS, and AL AQILI FUTURE TECHNOLOGIES LLC.

Defendants

ECF CASE

08 Civ. 5614 (JSR)

DECLARATION OF MOHAMED SAEED MOHAMED IN SUPPORT OF MOTION TO VACATE MARITIME ATTACHMENT

MOHAMED SAEED MOHAMED hereby declares the following pursuant to 28 U.S.C.§ 1746.

1. I am the Manager of Al Aqili Group of Companies, LLC, which comprises of Al Aqili Trading, Al Aqili Distribution, Gulf Centre for Soap and Chemical Industries, Koohiji Group, Gulf Horizon International Trading LLC, Al Aqili Furnishings and Al Aqili Future Technologies LLC (hereinafter "Al Aqili"). Al Aqili is a United Arab Emirates ("U.A.E.") corporation and maintains its place of business at 10th Floor, Oud Mehta Towers, Oud Mehta Area, Dubai, UAE. Al Aqili has been in business for the last 25 years trading in the Middle East region and is a leading distributor in fast moving consumer goods, personal care products, petro-chemicals, industrial equipments spares and spares and general trading. A copy of a page from Al Aqili's website listing its companies is annexed hereto as Exhibit 1.

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- I submit this declaration in support of Al Agili's Motion to vacate the Order of Maritime 2. Attachment issued in this case. The attachment order against Al Aqili's property was issued on the basis of the false allegation by Plaintiff, Vrita Marine Co. Ltd. that Al Aqili is the "alter ago" or "controlled and managed" another defendant, Seagulf Trading LLC ("Seagulf") against whom Plaintiff has a dispute. The relationship between Al Aqili and Sea Gulf is discussed in detail below. Pursuant to the Order of Maritime Attachment, Plaintiff has wrongfully attached Al Agili's property in the amount of \$.245,022.50 at various New York banks.
- 3. On or about 1st August 1995, Mr. Bikramdey Kumar Das, an Indian national approached Al Aqili to invest as a partner in a company which would be involved in the trading and chartering of ships and boats. Al Aqili agreed to invest 80% of the initial capital outlay in the business of Dirhams 300,000 or about \$82,000 while Mr. Das would invest the remaining 20%. Accordingly, on 22rd November 1995 Scagulf was incorporated as a limited liability company in the U.A.E. in the Emirate of Dubai. A true and correct copy of the Memorandum of Association ("MOA") of Seagulf executed between Al Aqili, as First Partner and Mr. Das, as Second Partner dated 9th November 1995 is annexed hereto as Exhibit 2. According to the MOA, Al Agili held 240 shares equivalent to Dirhams 240,000 representing 80% of the paid up capital while Mr. Das held 60 shares equivalent to Dirhams 60,000 or 20% of the capital. Ex. 2, Clause 6. The MOA also provided that the partners appoint Mr. Das to be the Manager of Seagulf who would "manage the company's affairs and undertake all works related to its objects". Ex. 2, Clause 12.
- From 22nd November 1995 through March 30, 1999 Seagulf operated from its offices at 4. Garhoud, Dubai Mr. Das managed the day to day affairs of Seagulf, which remained totally independent from the Al Aqili companies. In 1995, the partners of Seagulf decided to liquidate and dissolve the company. The Company was dissolved as per Clause 19 of the Memorandum

& Articles of Association when the losses of the company exceeded over 50% of the capital of the Company by mutual consent between the Partners. On or about March 29, 1999, the partners of Seagulf held an extraordinary general meeting wherein it was resolved to "dissolve" and amicably liquidate the company at the closing date of March 29, 1999. A true and correct copy of the minutes of the meetings of the partners of Seagulf held on 30th March 1999, which is duly authenticated by the Notary Public of the Government of Dubai, Courts Department is annexed hereto as Exhibit 3. Following the liquidation of Seagulf, Al Agili had no further business relationship or contract with Mr. Das.

- 5. Apart from the fact that Al Aqili had an 80% partnership share in Scagulf, the two companies were totally independent of each other with their own independent board of directors and personnel. At no time during Seagulf's existence between 1995 to 1999 did Al Aqili disreyard Seagulf's corporate form or conducted Seagulf's business in its own name as alleged by the Plaintiff. Al Agili and Seagulf maintained separate offices, separate telephone numbers and any dealings between the two companies were conducted at arms-length. Furthermore, each company maintained a separate bank account with no intermingling of funds and each corporation was treated as independent profit center. (As per clause 16 of the MOA, the net profit of Seagulf after a 10% reduction to build the company reserves was to be distributed between Al Aqili and Mr. Das in the proportion of their respective ahares of 80:20.) Plaintiff also makes the false allegation that Al Agili utilizes Seagulf to transfer funds to and from the Southern District of New York.
- 5. Al Aqili cannot be liable to Plaintiff as there is no basis to the allegation that Al Aqili carried on the business of Seagulf or vice versa. The funds which Plaintiff has attached are the funds of Al Aqili and not Seagulf as that company ceased doing business and was dissolved in

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1999. More importantly, Al Aqili is not a signatory to the Memorandum of Agreement and contract for the purchase of the vessel, VRITA N as referenced in Plaintiff's Verified Complaint, or does it have any involvement whatsoever with this contract.

- Accordingly, I respectfully request that the Verified Complaint and the Order of 6. Maritime Attachment be dismissed and the funds remitted by Al Aqili be ordered to be released.
- I declare under the penalties of perjury under the laws of the United States of America 7. that the above is true and correct.

Executed at Dubai on July 10, 2008

EXHIBIT 1



RELENTLESS QUEST FOR GROWTH GULF WIDE

SERRCH:

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Our Companies

- Al Aqili Trading
- Al Aqili Distribution
- Gulf Centre for Soap and Chemical Industries
- Koohiji Group
- Gulf Horizon International Trading <u>L.L.C.</u>
- Al Aqili Furnishings
- Al Aqili Future Technologies LLC



ASSOCIATION ASSOCIATION A

HOBIATATA

O Al Agili Trading

OUE CONTROLLES

Al Aqili Trading is the flagship Company of Al Aqili Group of Companies which is among the top 100 companies of the United Arab Emirates. Al Agili Trading was registered in 1976 as an establishment and the same was converted into a Limited Liability Company in 1997 following a 25 year tradition of trading in the Middle East region.

Aqili is effectively a family-owned business, it pulls on a multi-cultural, international resource base that has enabled the Group to diversify from pure cigarette trading into leading distributors in FMCG & Personal Care products, pertro-chemicals and industrial equipment & spares and general trading.

Aqili's association with large reputable multinational companies is of paramount importance and we are constantly seeking to develop existing arrangements and source new business ventures.

🝃 Print Page

Email Page

Home 🙆

Notable success has been achieved in this area with Aqili's policy of partnership and long term strategic vision complimented with sensible investment proposals. The Group currently represents some of the most renowned household names such as Unilever, B.A.T., Jergens and others



The diversity of the Al Aqili Group allows Al Aqili Trading to draw on immense resources covering all business disciplines including manufacturing, marketing, distribution, public relations and IT solutions. External consultants are utilised for specialist projects, if required.

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EXHIBIT 2

Memorandum of Association of "SEA GULF TRADING" A limited Liability Company Capital DHS, 3,00,000



PREAMBLE

The undersigned have agreed to form a United Arab Emirates Company with limited liability in the Emirate of Dubai.

This company shall be governed by the companies law No. 8 for the year 1984 and its amendments and this memorandum

CLAUSE 1:

NAME & NUMBER OF PARTNERS

The company consists of the following two partners:-

FIRST PARTNER

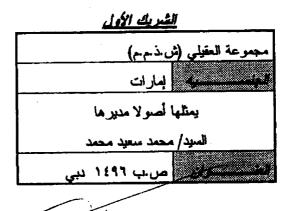
Al Agilli Group Of Companies (L.L.C)	
Nationality	
Duly repres	ented by its Manager Mr.
MOHAM	ED SAEED MOHAMED
Address	P.O.BOX 1496. DXB

إتفق الموقعون أدناه فيما بينهم على تأسيس شركة ذات مسؤولية محسدودة في إمارة دبسي من جنسية الإمارات العربية المتحدة.

تك ون خاضعة لأحكام قانون الشركات التجارية رقم ٨ لعسام ١٩٨٤ ولتعديلاته ولشمروط هذا النظام

المادة ١:

تتسالف الشركسة مسن الشتريكين الأتسى اسمائهما:



SECOND PARTNER BIKRAMDEB KUMAR DAS	
Este of birds	1952
Passport No	Q 618849
Residence	DUBAI

P.O.BOX 27539-DXB

الشريك الثاني ا

CLAUSE 2:

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NAME OF THE COMPANY

The name of company is "SEA GULF TRADING" (a limited liability company) the said name shall be used on all company's letterheads and correspondence with the term "Limited Liability company "stating its capital.

CLAUSE 3:

OBIECTS OF THE COMPANY

The objects of the company are "Ship & Boats trading and Ship & Boats spare parts & requisites trading as well as charter Ships & Boats ".

The Company shall not carry on any works or activities relating to insurance, banking and investment of funds for the account of third parties.

المساده ۲:

استهم الشبيركة

اسم الـشـركـه هـو بحر الخليج للتجارة " شركه ذات مسؤوليـة محدودة ويستعمـــل هـذا الاســـم علـيكافـــه أوراق الشركـــه ومر اســلاتها مــع ذكر " شــركه ذات مســـووليه محـــدوده ، وبيــان مــــــقدار رأسمالها

المساده ۳ :

أغراض الشبركة

الأغراض الرئيسيه التي أسؤنيت الشركة من أجلها هي " تجارة السفن والقوارب وتجارة قطع غيار السفن والقوارب ولوازمها وكذلك إستتجار وتأجير السفن والقوارب".

لايج وز الشرك ان تمارس أعسال التسامي ن أو استثر مار المصاب الغير الأموال لحساب الغير

D.A/GNRLAGMHT/RSH

CLAUSE 4:

HEAD OFFICE OF THE COMPANY

The head office and legal residence of the company shall be based in the Emirate of Dubai. The company may establish branches or offices or agencies within the UAE and abroad.

CLAUSE 5:

DURATION OF THE COMPANY

The period of the company is ten years and shall begin as from the date of its registration in the Commercial Register. This period may be extended or reduced by a decision issued by the partners General Assembly if the objects of the company required the same.

CLAUSE 6:

CAPITAL OF THE COMPANY

The capital of the company 1) shall Dhs. 3,00,000 be (Dirhams Three Hundred Thousand) devided into 300 equal shares each having a nominal value of Dhs. 1000 (One Thousand).

المساده ٤:

مبركز القسركه

مسركسسز الشسسسركة الرئيسسي ومطها القانوني في امسارة دبسي , ويــــــــــــــرکه ان تتشـــــاً لها فروعــا أو مكــاتب أو توكيلات داخــــل الدوله وخارجها .

المساده ٥:

مسدة الشسركه

مددة السشركسية (١٠) سنية عشر سنوات ميــــالايه تيـــدا مــن تساريخ فيسسدها فسسسى المسجل التجـــاري ويجـــوز بقرار مــــن الجمعيــــن الجمعيــــن للشــــركاء اطالــة او تقصيــر هذه المسدد اذا اقتضى غيرض الشركه نلك .

المساده ۲:

١) حدد رأسهال الشنسركة بمسلسغ ۲۱۰۰ ۰۰۰ درهسم (ثلاثمائــة ألــــــف درهــم) مـــوزع علـــي ٣٠٠ (ثلاثمائـــة) حصيمه متساويسه قيسمسة كل منصهل ١٠٠٠ در هـــم (ألـف درهم).

- 2) The shares of the capital of the company shall be distributed between the Two partners as follows:-
- ۲) الحصص المكون الحصل المكون الحصل المكون المحال وزعت في الما بين المحال المحال وزعت في المحال المحا

First Partner:

Number of shares: 240

Equal to Dhs.:

240,000

Representing 80% of the capital.

للشريك الأول:

عد الحصيص: ٢٤٠

بمبلغ: ۲٤٠٠٠٠ درهم

مقدار ماتمثله من رأسمال: ۸۰٪

Second Party:

Number of shares: 60

Equal to Dhs.:

60,000

Representing 20% of the capital.

الشريك الثاني:

عدد الحصيص: ٦٠

بمبلغ: ٦٠٠٠٠ درهم

مقدار ماتمنله من رأسمال: ۲۰٪

The Two partners acknowledge that the shares have been fully paid in cash and deposited into the Bank in the name and for the account of the Company as per the enclosed deposit certificate.

The Company Manager shall not withdraw the said funds from the Bank before the registration of the Company in the Commercial register.

يــقـــر الشــريكين بـــان الحصـــ المحمد ا

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CLAUSE 7:

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INCREASE OF CAPITAL

The capital may be increased A=one or more times by a decision of the assembly of partners.

When the amount of increase is B=paid by the partners in cash, the amounts shall be deposited with a bank and the company manager(s) may not utilize them except after the full amount of the increase is paid and the authorizing the decision increase is registered with the commercial register.

C= The capital may be increased fully or partially by kind contribution. The said increase shall be registered in the commercial register after being duly evaluated according to the legal procedures.

CLAUSE 8:

DECREASE OF CAPITAL

Subject to the prior approval of the concerned authorities and without prejudicing the ratio of the partners

المساده ٧:

زيادة رأس المال

آ = يجوز زيسادة رأس المسال مره واحسده أو أكثر بقرار من جمعيه الشركاء .

فـــــــ حـال زيــــــدة رأس المال بطريق اكتتاب الشركاء بحصص نقديه يجب ايــــداع مبالغ الاكسستتابات في احد المصارف والايجسوز المسسدير الشــــركه ســحبها الا بعـــد تحــد تحــد الحصص وتسجيل فيسيسيرار زيسادة رأس المسال فيسسى السبجل التجاري .

ج = يجــــدة رأس المسسال كليسا أو جزئيسسا وتسجيل تلك الزياده فيسي السجل التجسياري بعد تقييم الحصيص أصبولا وفق الاجراءات القانونيه.

لتقاص رأس المال

يجـــوز انقاص رأس المال دون أي الشركاء فسيراس المسال بعسد

shares in the capital, the capital may be decreased if found that the value of the shares has decreased as a result of substantial losses incurred by the company provided that the capital shall not be decreased under the limit fixed by the law.

الحصيول على المو افقه الخطيه للسلطه المختصب فيما اذا تبيسن أن فيم ـــــة الحمــص قــد نقمـــت نتيجــــة أيـة خسائر هامـه قـد تكبدته الشركه شرطان لاينخف في الحد المقرر يموجب القانون .

CLAUSE 9:

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The partners assembly unanimously approve to increase or decrease the capital by a majority representing at least 75% of the share capital provided that the decision to decrease the capital of the company not be effective unless so approved by the concerned authority.

المساده 1 :

لايسجسسوز زيسسادة رأس المسال أو تخفيض الا بموافقة عدد من الشركاء يمتلــــون تـــالانة أربـاء ٧٥ ٪ مسسن رأس المال بموجب فسسرار تتخصصده جمسعية الشركاء بالأكثرية المحدده المسسنكوره عسلسي ان لايسرى قرار التخفيض الابعد موافقة السلطه

CLAUSE 10:

RIGHTS AND OBLIGATIONS OF THE PARTNERS

The partner's liability towards the company's obligations shall be limited to the value of their shares. The partner shall not be liable for any amount exceeding the value of his share capital.

المساده ١٠:

حقوق الشركاء وموجباتهم

تحدد بعقددار خصصه ۱۹۹۶ فــــى الشـــــركه والايمكــــن مطالبة أي شريك بمايزيد غير مذه القيمه .

CLAUSE 11:

RELINOUISHMENT OF SHARES

: 11 ماده 11 :

be relinquished to other partners or third parties provided that at all times the share of U.A.E nationals shall not be less than 51% of the total share.

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- 2) The relinquishment shall be established by authentic instrument and the partners in their first general assembly will agree about the form of the said instrument and its contents. However, the same shall not be enforceable towards third parties until it is registered in the partnership record and the Commercial Register.
- decides to relinquish his shares to a non-partner person whether for money or free, he shall first inform the rest of the partners, via the company's managers of the relinquishment conditions.

 The manager shall inform the partners immediately after receipt of notice and each partner may offer to redeem the

- ا يج وز التفرغ عن الحصص في الشركاء او الغير شرط أن لاتتقص حصص مواطني مواطني عن ١٥٪ من مجموع أي وقيت عن ١٥٪ من مجموع الحصص .

share at the agreed price. In case of discord over the price the company's auditor shall evaluate the price at the redemption date taking into consideration the outcome of the profits or losses of the company for the past three years or from the date of its establishment in the event of being established less then three years. However, if thirty days elapse from the date of the relinquishment notice, without partner using redemption right, the partner shall be free to transfer his share.

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If the redemption right is used 4) by more than one partner the sold share or shares shall be divided among them proportion to their share in the capital . When the shares available cannot be divided exactly in this manner any الاسترداد غير قابل القسمه تهاميا surplus portion of shares shall be available to the partner owning the largest number of shares in the company.

يطلــــب استرداد الحصه بالثمن , وفي حالة الاختلاف علمي الثمن يقسدر مراجسع حسابات الشسركة أخذا في عيـــن الاعتبار نتسائج اربساح او خسسائر الشــــركه عـن الثــلاث تاريخ تأسيسها فيسمى حالة عدم من تــــاريخ الاخطــار دون أن يستعمل احسد الشركاء حق الاسترداد كيان الشريك حرافي التصرف في حصنه.

اذا استعــــــمل حــــــــــق الاستـــرداد اكـــثر مــن شـــريك قسـت الحصـص او الحصم المبيع المبيع بينهم بنسبسة حصيمة كل منهم عــــد الحصيص موضوع كما سلف فسان أي قسم من الحصية الزائده كناتج للقسمه أيمرض علي الشريك الذي يحوز أكبر عدد من حصيص الشركة ،

CLAUSE 12

MANAGEMENT OF THE COMPANY

appointed The partners Bikramdeb Kumar Das to be the Manager of the company. He shall have the full necessary powers to manage the company's affairs and undertakes all works related to its objects and the powers of the manager shall be defined and determined by a decision issued from the partners general assembly of the company. The acts of the manager are binding to the company while acting in such capacity.

CLAUSE 13:

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PARTNERS GENERAL ASSEMBLY

1) The Company shall have a general assembly consisting of all partners and shall convene at least once a year in Emirate of Dubai or any other place which may be agreed by the Partners when called by the Manager during the four months following the end of the row 1943 land is larger list. financial year. The assembly addressed to the Manager by the

المساده ۱۲:

ادارة الشيدكة

عين الشركاء الشريك / بيكرام ديب كومار داس مدير اللشركة وتكسون لمدير الشركة جميــــع الســــاطات اللازمــــة لإدارة الشركة والقيام بجميع الأعمال التعميي يقتضيها غرضها وسلوف يتم تحديد صلاحيات المدير بموجــــــب فسرار يصدر عسن الجمعيسة العموميــــة للشركة . وتعتبر تصرفاته ملزمسة للشركة بشرطأن تكــــون مشـفوعة ببيـان الصفــــة التي يتعامل بها.

العادة ١٢:

جمعية الشركام

الشركاء جمعيسة عمومية تتكون من جميع الشرك الجمعية العمومية فيسيسي إمارة دبــــــــ أو في أي مكان أخر يتفسيق عليه السشركياء بــــدعـــوة مــن المديــر مـــــرة على الأقلِّ في النَّنَّة خلال الأربعة أشهيب أر التالية للانعق كالزاطل ب نلك

supervisory board if any or a number of partners being owners of at least quarter of the capital.

by registered post with advice of delivery at least Twenty One days before the meeting date.

The said convocations shall mention the place and date of such meeting and the agenda of the meeting to be attached to the same. However, a partner may waive his right to such notice.

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- anumber of votes equal to the number of shares he owns or represents. A Partner may by proxy delegate another partner other than a Manager to represent him at the general assembly.
- 4) The Partners assembly resolutions shall be adopted by a majority representing at least 51% of the share Capital. When the required majority is not

مجلــــس الرقابــــة في حــال وجوده أو عدد مـــــن الشركاء يمــــالايقل عن يمــــالايقل عن راس المـــال.

- الموجب الدعسوات بموجب بكتسب مسجلسية بعلسط الوصول بعلسط الوصول ترسط السي كل شريسك قبيل موعسد إنعقاد الجمعية بواحد وعشرين يوما علسي الأقيل مرفقا بها جيدول الأعمال ومكان الإجتماع وزمانية ويحق لأي شريسك التتازل عين حقه بالتبليغ.
- ٣) لكل شريك أن يشترك في إجتماع الجمعية العمومية بعدد مين الأصوات يعادل عدد الجمعي التي يملك يملك علم الريمة وله أن ينيب عنه بتقوي في المديريين لتمثير المحمية المديريين لتمثير الجمعية العمومية.
- على جمعية الشركاء بموافق الشركاء بموافق الشركاء بمتلون ٥١٪ على الأقل . فإذا لم مسن رأس المال على الأقل . فإذا لم نتوفر هذه الأغليب

present at the first meeting, the partners assembly shall be invited to a second meeting within the 21 days following the first meeting and the resolutions in this meeting shall be made by

a majority of represented votes.

- الاجتماع الأول وجسب دعوة الشركاء لإجتماع ثان يعسقد خال الواحسد والعشرين يوما التالية للإجتماع الأول وتصمحم القبرارات في هذا الإجتماع بأغلبي الأصوات الممثلة فيه.
- 5) The agenda for the general assembly annual meeting shall include the following:

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- يجب أن يشتمل جدول أعمال الجمعية (0 العمومية فسي إجتماعها السنوي عليي المسائل الأثنة:
- Hearing the report of the manager(s) of the company's activities and its financial position for the year, the report of the supervisory board if any and that of the auditor.
- مماع تقرير المديـــــر أو المديرين عن نشاط الشركة ومركبيسيزها المسالي خسلال المسسنة وتقـــــرير مجلس الرقـــــابة ، ان وجدد وتقسسسسرير مراجع الحسابات.
- Discussing and endorsing the balance sheet and the profit and loss account.
- وحساب الأرباح والخسائر والتصديق عليهما.
- C= Determining the portion of the profits which is to be distributed... to the partners.
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- D= Appointing the manager (s)or the members of the supervisory

D.A/GNRLAGMNT/RSH

fixing their board and remunerations.

E== Any other matter under the assembly's jurisdiction specified by the provisions of the law or by this memorandum.

F= The manager(s) may participate in voting on resolutions relating to the discharge of his or their responsibility for the management.

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The minutes of the general G=assembly's meeting shall contain an adequate summary of the assembly's deliberation. They together with the general assembly's resolutions, shall be entered in a special record which is to be kept at the company's head office, and all the partners shall have personal access or through a delegate to the balance sheet, the profit and loss account and the annual report.

ـر قابة و تحديـــــد مكافأتهم.

المسائل الأخسري التسي تدخل بم ـــوجب أحكام القانون أو هذا للعقد.

لايج وز للم دير أو القسسرارات الخاصسة بإيسراء نمتهم مـــــن المسؤوليـــــة عن الإدارة.

يـــــدر محضــــدر بخلاصــة و افية لمناقشة الجمعيـــــة العمومية ، وتسدون المحساضر وقسسرارارات الجمعيسة العموميسة فسي سيبل خـــــاص ويوقع على المحضر الأعضاء الحاضرين ويدودع بمقسر الشرك الشرك من الشركاء الحق بالإطلاع عليها بنفسيه أو بوكيسل عنسه ، كمسا يكـــون أنَّهُ الحَــق بالإطلاع على أالمين انبية وحساب الأرأبيياج والخسسائر والنريلي السنوي. W

CLAUSE 14:

FINANCIAL YEAR OF THE COMPANY

The financial year of the company commences on the first of January and end on the 31st. of December of each year except for the first financial year which shall begin at the time of registration in the commercial register until the 31st. of December of the same year.

CLAUSE 15:

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PARTNERSI IIP RECORD

- A special partners record shall 1) be maintained in the head office and shall include the Name, Nationality, residence Profession of each partner the number of shares held by each one of them, all actions involving the shares and their dates. The Manager shall be responsible of this register and the authenticity of its entries. Any partner or any concerned party may have access to such register.
- 2) The manager of the company shall in the month of January of

المادة ١٤:

سنة الشركة المالية

تبريدا سنة الشركرك في أول بناير وتتته في أول بناير ديسمبر مـــن كـــن عدا تبدأ مــــن تاريخ القــــيد في الســــب التجاري وحتى ٣١ ديسمبر مـــــن السنة

المادة ١٥:

سحل الشركاء

يعد فيسي مسيركز الشركة الرئيسي سجل خاص للشــــركاء يتضمسن أمسمائهم وجنسسياتهم ومحسسل إقامتهم ومهنهم وعــــد الحصيص التي بملکها کیل منیسیهم والتصرفات التسي تجسري علسي ويك ويك مســــوولا عن هــــــذا المصحل وصحصة فيستصوده ويجيبوز لكسيستان شروستك أوست كل ذي شــــان الإطـــيُّ هذا السحل، - 0 7.07 7**995**

> (٢ الشركة أن يرسكل السبي كل

each year send the statements entered in the register mentioned above and the alteration made thereto to the ministry and the competent authority.

مــــن الــوزارة والسلطة المختصة فـــي شــهر يناير مــن كل سنة البيانات الثابتة فــي السجل المشار إليه أعــلاه والتغيـــرات التـي طرات عليه.

CLAUSE 16:

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DISTRIBUTION OF PROFITS & LOSSES

- 1) The net profits are the outcome of the company's total revenues after deducting all expenses, financial liabilities and depreciations.
- 2) The net profits shall be reduced by the following:
- A= 10% to build the company reserves until it is equal to 50% of the share capital.
- B= Any amount which may be decided by the partners

 Assembly to establish special reserves or increase the company capital.
- 3) The net profits shall be distributed between the the First and Second partner in the

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الأرياح والخسائر

- ا تعتبر أرباحا صافية مايترصد من إيرادات الشركة بعد حسم كافية مصياريف الشيركة وأعبائه الماليسية وأعبائه الماليسية ومايتسيقرر حسمه على سبيل الإستهلاك.
- ٢) يحسب مسن الأربياح الصافية مايلي:
- ا٪ (عشرة بالمائة) لتكوين مسال إحتياطي لغاية خمسين بالمئة من رأس المال.
- ب- ماتقـــرره جمعيـة الشـركاء لأجـــل إنـشــاء إحتياطـــي خــاص أو زيـــادة رأس مــال الشركة.
- ٣) يستم توزيسع طافسي الأرباح بيسن الأول والثاني الأول والثاني

proportion of shares which each partner holds in the capital.

4) Each of the partner shall only be liable to the extent of his share in the capital.

حسب نسبة مساهمة كل شريك في رأس المال.

CLAUSE 17:

AUDITORS

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The company shall have one auditor or more to be selected annually by the partners general assembly.

The company's auditor shall be subject to the provisions governing the auditors of the trading companies.

المادة ١٧:

مراجع الحسابات

يكون للشـــركة مراجع للحسابات أو أكثر تختارهم الجمعيـــة العمومية للشركاء كل عام.

وتكون لمراجع الحسابات الصلاحيات وعليه الإلترامات المنصوص عليها في قانون الشركات التجارية.

CLAUSE 18:

DISPUTES

In the event of any dispute arising between the partners in relation to the liquidation of the company or related to any of the terms of the said memorandum the same shall be settled amicably. In the event of partners failure to reach such amicable settlement then the Dubai Court will be competent.

المادة ١٨ :

النـــــز اعـــات

D.AKINRLAGANT/RSH

CLAUSE 19:

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DISSOLUTION OF THE COMPANY

The company shall be dissolved for any of the following reasons:

- 1) The expiry of the period of the company unless agreed upon the renewal of the same.
- 2) Termination of the object for which the company has been established.
- 3) Merging of the company with another.
- 4) The unanimous decision of the partners to terminate the duration of the company.
- 5) In the event of losses exceeding half of the company's capital provided the general assembly issues a decision in this regard by a majority of partners representing 75% of the capital.

CLAUSE 20:

<u>LIOUIDATION OF THE COMPANY</u>

The general assembly shall appoint one liquidator or more and the

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حـــار الـشب كــة

تحـــل الـشـركة لأحـــد الأسباب التالية:

- انتهاء المصدة المحددة للشركة مالــــم يتفق على تجديدها.
- إنتهاء الغيسسنرض السسندي (Y اســــن اجلــه الشركة.
- ـــدماج الشركة فــى شـركة أخرى.
- إجـــاء الشركـــاء
- إذا بلغ ــــت خسائر الشركة نصبيف رأس المسيال شریــــطهٔ ن بصدر قدرار مسسن الجمعية العمومية وبأغلبية الشركاء الحال الدين على ثلاثة أرباع رأس المال. -- (31)

تقــــوم الجمعـــية العموميـة بتعيين مصف أو أككثر ويتبع في

liquidation provisions stipulated in the Company Law shall be applicable unless otherwise agreed by the partners upon liquidation. In the event the liquidation is persuant to a Court judgment, then the Court shall set forth the liquidation procedures and appoint the liquidator. The powers of the manager shall end upon the appointment of such liquidator.

CLAUSE 21:

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The terms not stipulated in this contract shall be governed by the provisions of trading company law No. 8 for the year 1984 and its amendments well as implemented ministerial decrees.

CLAUSE 22:

NOTICES

Notices addressed to the partners from the company shall be in the form of خطاب العلم الوصول على registered letter with advice of delivery sent to each partner at the address mentioned at the beginning of را الربية المشار البيانية المشار المسار ال this contract and registered in the partnership record.

تصــــفية الشركة الأحكام الواردة فسي قانسسون الشركات مالـــــم يتفق الشركاء على خلاف نلك عند حل الشركة وإذا ما كانت التصفيـــــة بناء عـــــلي حكم المحكمة ، بينت المحكمة المصفى وتتتهم سلطية المدير يـــــن بتعبيــــن

<u> المادة ۲۱:</u>

تخضع الأمسور الغسير منصسوص لأحكام فانطون الشركات التجارية رقـــــ ۸ اســـنة ۱۹۸٤ للقسرارات الوزاريــــة المنفذة لسه.

المادة ۲۲:

تك الموجهة مسن الشركة إلى الشركاء علـــــــ هيئة والمدون في سجل الشركاء. ﴿

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CLAUSE 23:

APPLICABLE TEXT

This memorandum has been made in both Arabic and English. In the event of any conflict of meaning the Arabic text shall prevail.

CLAUSE 24:

ATTESTATION

This Memorandum has been signed by the partners this day the of year 1995 and duly attested by the concerned authorities in the United Arab Emirates.

المادة ۲۳:

النص المطبق

حسسرر هذا النظسسام بالنصين العربسي والإنكسسليزي على أن يعتمسسد ويطبق النص العربي عنسسد الإختلاف في المعنسي والتفسير.

المادة ٢٤ :

التصييق

وقعه هسسندا النظهم مسن قبل الشركاء في هسدا اليسوم الموافق فسي من شهر ١٩٩٥ وصدق أصسولا من قبل الجهسات المختصصة فسسي دولسة الإمارات العربية المتحدة.

FIRST PARTNER:

Al Aqilli Group of Companies(L.L.C)

SECOND PARTNER

Bikramdeb Kumar Das

الشريك الأول مجموعة العقيلي (ش.ذ.م.م)

الشربك الثاني

بیکرام دیب کومار ڈاس

EXHIBIT 3



The Partners Of Sea Gulf Trading L.L.C Held An Extra Ordinary General Meeting To Discuss The Agenda As Follows:-

1-Liquidation, Dissolution And Appointing A Liquidator For The Company.

2- Other Casual And Different Issues.

Of Attended The Meeting As Follows:-

- 1- Al Aqili Group L.L.C U.A.E National-In Its Capacity As A Partner With An Ownership Of 225 Shares Representing 75% Of The Capital Represented By Mr. Mohamed Saced Mohamed.
- 2- Bikramdeb Kumar Das Indian National- In His Capacity As A Partner With An Ownership Of 75 Shares Representing 25% Of The Capital.

The Attending Partners Represent The Entire Capital Of The Company Consisting From 300 Shares. Therefore, The Legal Quorum Required For This Assembly Is Attendant And Subsequently The Assembly Is Legally Held.

After Thorough Discussions Between Partners Regarding The Agenda, The Following Resolutions Were Adopted:-

عقد الشركاء في بحر الخليج التجارة ش ذهم جمعية عمومية عادية وذلك للبحث في جدول

١- اتحلال الشركة وحلها وتصفيتها وتعيين

۲- امور اخری طارنة .

حضر الاجتماع كافة الشركاء في الشركة The Company السادة الاتية اسماؤهم :-

١- مجموعة العقيلي ذهم - امارات الجنسية بصفتها شريكا ومالكا أس ٢٢٥ حصة تمشل ه ۷ % مسن رأس مسال الشسسركة يمثلسها السيد / محمد سعيد محمد .

٢ ـ بيكرام ديب كومار داس - هندي الجنسية بصفته شريكا مالكا لـ ٧٥ حصة تمثّل ٢٥% من رأس مال الشركة.

ان الشركاء الحاضرين يشكلون كسلمل رأس مـال الشركة المتكـون مـن ثلاثمانــة حصــة وبالتالى فأن النصاب القانوني المطلوب لهذه الجمعية يكون متوفرا والجمعية تكون منعقدة يصورة قانونية .

بعد التداول والمناقشة بين الشركاء بخصوص جدول الاعسال اتخذت الجمعية القرارات التالية :ـ

First Resolution:

The General Assembly Resolved To Dissolve And Amicably Liquidate The الخليج للتجارة ش ذمم واحلسطانية الميكم اريخ القف ل فعن الكاوي (Company At The Closing Date Of 39 وديسا فيمسا بينسهم عنسد تأ 30 MAR 1999 .1999/7/9

Resolved To Appoint Mr. Mphammad nest NOTARY PUBLIC قررت الجمعية العوميا Vasi Abid Mohsin Vasi From The السيد / محمد وامني علبد محسن وامسي مَنَ Office Mohammed Bin Abid Vasi مكتب مؤسسة محمد بن واسى لتدقيق Establishment For Auditors Trade License No. 120987 Address Dubai المسايات صاحب الرخصة المهنية رقم Airline Centre ۱۲،۹۸۷ عنوانه مکتب ملك مركز دبي Deira - Port Saeed - Tel: 2955051 P O Box: 6070 -للطيران _ ديرة بورسعيد هاتف ١٥٠٥٥١

ص يب: ٦٠٧٠ _ مصفيا لشركة بحر الخليج As A Liquidator For Sea Gulf Trading To Perform Order Liquidation As Per The Commercial Local Companies Law.

للتجارة ش ذمم ونلك بالقيام باعمال التصفيلة حسب أحكام قانون الشركات التجارية .

Third Resolution:

The General Assembly Resolved To Authorize And Empower Mr. Mohamed Saeed Mohamed To Follow Up The Procedures Of The Liquidation Of The Company. Therefore, His Signature Is Authorized On Behalf Of The Company Partners Before All Official Authorities And In Signing Before Ministries, Competent Local, Government And Federal Authorities On All Papers, Applications & Documents Regarding The Liquidation And He Has All Powers Needed To Perform The Resolution Of Liquidation.

There Being No Other Business To Discuss, The Meeting Terminated And Partners Signed On The Minutes And It Was Authenticated By The Notary Public Of Dubai Courts Dept.

قررت الجمعية العمومية العادية تكليف وتقويض الشريك السيد /محمد سعيد محمد متابعة احسراءات حل بحس الخليسج للتجارة ش ذهم وتصفيتها وبالتالى اعتماد توقيعه نيابة عن الشركاء وعن الشركة لدى كافة المراجع الرسمية ولدى الوزارات والهينات والمسلطات الحكومية الاتحاديسة والمحليسة المختصة بدبى وعلى كافة الطلبات و الاوراق والمستندات في كل ما يتطق بحل الشركة وتصفيتها ومنحه كافة السلطات والصلاحيات اللازمة لتنفيذ قرار الحل والتصفية .

ولما لم يعد من عمل اخر على جدول الاعمال حرر هذا المحضر ووقع اصولامن قبل الشركاء ووثق من قبل الكاتب العدل بدائرة محاکم دبی .

Partners

Al Aqili Group L.L.C

Bikramdeb Kumar Das

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GOVERNMENT OF DUBAL — DUBAL COURTS

بیکرام دیپ کومار داس

حكيومية ديبي - دائرة للحاكم

بتاریخ ۱۹۹۹/۰۳/۳۰ حضر امامی السید/ محمد سعید محمد بصفته المذکورة و بتاریخ ۱۹۹۹/۰۲/۰۳ حضر امامی السید / بیکرام ديب كوَّمَّارَ دَ أَسْ وَبَعْدَ الْتَعْرَفُ عَلَيْهِمُ وَقَعُوا عَلَى الْمُسْتَنْدُ بجنبوري حسب اللصوك

رقم ال*دي<u>صال ۲۱۲۸۰</u>* رقم المحم ١٩٩٩ ١٤٢٧١

دائرة المحاكم . الكاتب العسدل 3 0 MAR 1999

GOVERNMENT OF DUBAL COURTS DEPT. NOTARY PUBLIC